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February 05, 2019

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE AMENDMENTS TO FOUR HIV RESIDENTIAL CARE SERVICES AND  
ONE HIV TRANSITIONAL HOUSING SERVICES CONTRACTS EFFECTIVE MARCH 1, 2019  
THROUGH FEBRUARY 28, 2021  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute amendments to five HIV Care Services contracts to extend the term effective March 1, 2019 through February 28, 2021.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize and instruct the Director of the Department of Public Health (DPH), or her designee, to execute contract amendments to three (3) Residential Care Facilities for the Chronically Ill (RCFCI) contracts, one (1) Transitional Residential Care Facilities (TRCF) contract, and one (1) Substance Use Disorder, Transitional Housing (SUDTH) contract; substantially similar to Exhibits I, II, and III, respectively, with five (5) providers, as detailed in Attachment A, to extend the contract terms effective March 1, 2019 through February 29, 2020, at a total maximum obligation of \$7,586,559; 100 percent offset by Ryan White Program (RWP) Part A and Part B funds.
2. Delegate authority to the Director of DPH, or her designee, to execute amendments to the RCFCI, TRCF, and SUDTH services contracts that extend the term through February 28, 2021; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to



**BOARD OF SUPERVISORS**

Hilke L. Solis

First District

Mark Ridley-Thomas

Second District

Shirley Kuehl

Third District

Janice Hahn

Fourth District

Kathryn Barger

Fifth District

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

27 February 5, 2019

CELIA ZAVALA  
EXECUTIVE OFFICER

your Board and the Chief Executive Office.

3. Delegate authority to the Director of DPH, or her designee, to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of Recommendation 1 will allow for the continued seamless delivery of RCFCI, TRCF, and SUDTH services throughout Los Angeles County.

RCFCI provides licensed care in a non-institutional, home-like environment to adults 18 years of age and older with HIV, who require assistance that supports activities of daily living. TRCF is designed to provide interim housing with ongoing supervision and assistance with independent living skills for homeless individuals living with HIV in a non-institutional, home-like environment that facilitates movement toward a more traditional and permanent living situation. SUDTH provides interim housing with supportive services for up to one (1) year to recently homeless persons living with HIV in various stages of recovery from substance use disorders. The purpose of the service is to facilitate continued recovery from substance use and movement toward more traditional, permanent housing through assessment of the individual's needs, counseling, and case management.

DPH is renaming the Substance Abuse-Transitional Housing services to align them with the terminology used by the federal Substance Abuse and Mental Health Services Administration, which no longer uses the terms "substance abuse" and "substance dependence", but rather substance use disorders. The name change is accomplished as part of the amendments attached. There are no changes to the scopes of service required under these contracts.

Approval of Recommendation 2 will allow DPH to execute amendments to the contracts to extend the term of the contracts; rollover unspent funds; and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary.

Recommendation 2 will also enable DPH to amend the contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a Contractor beyond what is identified in the original executed contract, the County may determine that the Contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost (NCC).

Approval of Recommendation 3 will allow DPH to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

### **Implementation of Strategic Plan Goals**

The recommended actions support Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total program cost for the five (5) amendments is \$7,586,559, consisting of \$7,011,684 for RCFCI and TRCF services, and \$574,875 for SUDTH services, for the term effective March 1, 2019 through February 29, 2020; 100 percent offset by RWP Part A and B funds.

Funding is included in DPH's fiscal year (FY) 2018-19 Adopted Budget and will be included in future FYs, as necessary.

There is no NCC associated with this action.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

DPH's allocations for these service categories are aligned with the Los Angeles County Commission on HIV allocation directives.

DPH anticipates transitioning to use of the Health Agency's Master Agreements resulting from a Request for Statement of Qualifications for Supportive and/or Housing Services once the Master Agreements are executed.

County Counsel has approved Exhibits I, II and III as to form. Attachment A provides additional funding information for the amendments.

### **CONTRACTING PROCESS**

Since the original award dates, these five contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to scopes of work.

#### **Residential**

On September 20, 2016, your Board approved amendments to increase the total annual funding of the four (4) HIV Residential contracts in the amount of \$203,313, effective October 1, 2016 through February 28, 2017, increasing the total annual contractual obligation from \$6,501,426 to \$6,704,739 and delegated authority to extend those contracts through February 28, 2019 at the revised annual maximum obligation. On February 27, 2017, DPH notified your Board that it was exercising that authority.

#### **Substance Use Disorders, Transitional Housing (SUDTH)**

On January 17, 2017, your Board delegated authority to DPH to extend the term of 15 substance abuse contracts effective March 1, 2017 through February 28, 2019, and on February 27, 2017, DPH notified your Board that it was exercising that authority.

The DPH Division of HIV and STD Programs (DHSP) will not be extending the term of 13 of the original 15 substance use disorder contracts for residential rehabilitation, residential detoxification, and day treatment services beyond February 28, 2019, as services will be provided under existing contracts with DPH Substance Abuse Prevention and Control (SAPC). Clients will not be affected by the sunset of DHSP contracts, as the same service providers currently provide these Medi-Cal funded services under SAPC contracts.

Medi-Cal does not reimburse for SUTH, therefore these services will continue under DHSP contracts. Contract Number H-701004 with Tarzana Treatment Centers, Inc. for SUTH services is being extended under delegated authority and is not included in this Board action. Therefore, only one of the original 15 substance use disorder contracts, Contract Number H700973 with Safe Refuge, is being extended under this Board action.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow DPH to continue to support the delivery of critical RCFCI, TRCF, and SUDTH services to HIV positive residents in Los Angeles County.

Respectfully submitted,



Barbara Ferrer, PhD, MPH, MEd  
Director

BF:vt  
#04574

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

## ATTACHMENT A

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
 DIVISION OF HIV AND STD PROGRAMS  
 HIV/AIDS RESIDENTIAL CARE AND SUBSTANCE USE DISORDER, TRANSITIONAL HOUSING SERVICES

	Contractor	Contract No.	Extended Term 3/1/19 -2/29/20	Service Planning Area(s) Served	Supervisory District(s) Served
<b>RESIDENTIAL CARE FACILITY FOR THE CHRONICALLY ILL (RCFCI)-RWP PART A AND Part B</b>					
1	Alliance for Housing and Healing	PH-001646	\$ 3,033,003	1-8	1-5
2	Project New Hope	PH-001638	\$ 1,806,738	1-8	1-5
3	The Salvation Army	PH-001654	\$ 1,263,426	1-8	1-5
<b>TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF)-RWP PART A</b>					
4	Project New Hope	PH-001645	\$ 908,517	1-8	1-5
<b>SUBSTANCE USE DISORDER, TRANSITIONAL HOUSING- RWP PART A</b>					
5	Safe Refuge	H-700973	\$ 574,875	1-8	1-5
	<b>Grand Total</b>		<b>\$ 7,586,559</b>		

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
SUBSTANCE USE DISORDER, TRANSITIONAL HOUSING SERVICES  
AGREEMENT**

Amendment No. 12

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

SAFE REFUGE  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV) SUBSTANCE USE DISORDER, TRANSITIONAL HOUSING SERVICES AGREEMENT" formerly HIV/AIDS Substance Abuse, Transitional Housing Services, dated March 1, 2005 and further identified as Agreement No. H-700973, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, on February 5, 2019, the Board of Supervisors approved the Director of Public Health, or designee, to execute amendments to the Agreement to extend the term; and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic Assistance Number 93.914; which is authorized by the Ryan White Comprehensive

AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term and increase the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract and consistent with the professional standard of care for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on March 1, 2019.

2. The first paragraph of Paragraph 1, TERM, shall be deleted in its entirety and replaced as follows:

"1. TERM: The term of this Agreement shall commence on March 1, 2005 and continue in full force and effect through February 29, 2020, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph O shall be added to read as follows:

"4. MAXIMUM OBLIGATION OF COUNTY:

O. During the period of March 1, 2019 through February 29, 2020, the maximum obligation of County for all services provided hereunder

shall not exceed Five Hundred Seventy-Four Thousand, Eight Hundred Seventy-Five Dollars (\$574,875).

Such maximum obligation is comprised entirely of Ryan White Program Part A funds. This sum represents the total maximum obligation of County as shown in Schedule 15, attached hereto and incorporated herein by reference.”

4. Paragraph 5, COMPENSATION, shall be deleted in its entirety and replaced as follows:

“5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedule 15, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

5. Paragraph 14, ASSIGNMENT AND DELEGATION, shall be deleted in its entirety and replaced as follows:

“14. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.



B. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

C. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

D. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever

without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

6. Paragraph 8, CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT, of the ADDITIONAL PROVISIONS, shall be deleted in its entirety and replaced as follows:

"8. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees and GAIN/GROW

participants are available for hiring, County employees , as described in Paragraph 7, shall be given first priority.”

7. Paragraph 34, COUNTY’S QUALITY ASSURANCE PLAN, of the ADDITIONAL PROVISIONS, shall be deleted in its entirety and replaced as follows:

“34. COUNTY’S QUALITY ASSURANCE PLAN: County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.”

8. Paragraph 45, SAFELY SURRENDERED BABY LAW, of the ADDITIONAL PROVISIONS, shall be deleted in its entirety and replaced as follows:

“45. CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor

acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org)."

9. Paragraph 57, COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES, of the ADDITIONAL PROVISIONS, shall be added to read as follows:

"57. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination:

Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract."

10. Paragraph 58, DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT), of the ADDITIONAL PROVISIONS, shall be added to read as follows:

"58. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT):

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services

provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C Determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

D. At any time during the duration of the Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.”

11. Paragraph 59, COMPLIANCE WITH THE COUNTY POLICY OF EQUITY, of the ADDITIONAL PROVISIONS, shall be added to read as follows:

"59. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY: The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the

County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability."

12. Effective on the date of this Amendment, Exhibit M, SCOPE(S) OF WORK FOR HIV SUBSTANCE ABUSE TRANSITIONAL HOUSING SERVICES, shall be added to reflect changes which are attached hereto and incorporated herein by reference.

13. Effective on the date of this Amendment, Schedule 15, BUDGET(S) FOR HIV SUBSTANCE ABUSE TRANSITIONAL HOUSING SERVICES, shall be amended as shown, attached to hereto and incorporated herein by reference.

14. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

SAFE REFUGE \_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
MARY C. WICKHAM  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

DA#04574

**EXHIBIT M**

**SAFE REFUGE**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
SUBSTANCE USE DISORDER, TRANSITIONAL HOUSING SERVICES**

1. Exhibit L, Paragraph 3, COUNTY'S MAXIMUM OBLIGATION, Subparagraph J, shall be added to read as follows:

**"3. COUNTY'S MAXIMUM OBLIGATION:**

J. During the period of March 1, 2019 through February 29, 2020, that portion of County's maximum obligation which is allocated under this Exhibit for HIV substance use disorder, transitional housing (SUDATH) services shall not exceed Five Hundred Seventy-Four Thousand, Eight Hundred Seventy-Five Dollars (\$574,875) for seven thousand, six hundred sixty-five (7,665) resident days for twenty-one (21) residents."

2. Exhibit L, first and second paragraph of Paragraph 4, COMPENSATION, shall be deleted in its entirety and replaced as follows:

**"4. COMPENSATION:** County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedule 15, and the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

County agrees to compensate Contractor for performing services hereunder at the fee-for-service rate of \$75 per bed day for the period of March 1, 2019



through February 29, 2020. Such rate includes reimbursement for all required services. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

3. Exhibit J, Paragraph 9, SERVICES TO BE PROVIDED, Subparagraph C (d) and 2(a) shall be deleted in its entirety, and replaced as follows:

“C (d). Proof of Medical Insurance or documentation that client is Uninsured or Underinsured (health plan does not cover substance use disorder, transitional housing services).

2 (a). Eligibility Determination: Persons eligible for substance use disorder, transitional housing must have recently completed (within six weeks) a substance abuse treatment program. The person must be in need of interim housing services.”

**SCHEDULE 15**

**SAFE REFUGE**

**HIV SUBSTANCE USE DISORDER, TRANSITIONAL HOUSING SERVICES**

Budget Period  
March 1, 2019  
through  
February 29, 2020

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Substance Abuse Transitional Housing	7,665	\$75	\$574,875
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	7,665		\$574,875
MAXIMUM MONTHLY PAYMENT			\$47,906

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement.

SERVICE DELIVERY SITE QUESTIONNAIRE

**CONTRACT GOALS AND OBJECTIVES**

**SAFE REFUGE**

**March 1, 2019 - February 29, 2020**

**TABLE 2**

Number of Resident Days, Contract Goals, and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Residents and Resident Days		Resident Beds	
	No. of Residents	No. of Resident Days	No. of DHSP Beds	No. of Total Agency Beds
Site # 1 719 Obispo Avenue	19	6,935	19	19
Site # 2 1040 Redondo Avenue	1	365	1	6
Site # 3 3116 E. 7 <sup>th</sup> Street	1	365	1	22
<b>TOTAL</b>	<b>21</b>	<b>7,665</b>	<b>21</b>	<b>47</b>

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
RESIDENTIAL CARE SERVICES AGREEMENT**

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**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
RESIDENTIAL CARE SERVICES AGREEMENT**

Amendment No. \_

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019,

by and between

COUNTY OF LOS ANGELES (hereafter  
"County"),

and

\_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN  
IMMUNODEFICIENCY VIRUS (HIV) RESIDENTIAL CARE SERVICES AGREEMENT",  
dated March 1, 2011, formerly HIV/AIDS Residential Care, and further identified as  
Agreement No. PH-\_\_\_\_\_, and any Amendments thereto (all hereafter "Agreement");  
and

WHEREAS, said Agreement provides that changes may be made in the form of a  
written amendment which is formally approved and executed by the parties; and

WHEREAS, on February 5, 2019, the Board of Supervisors approved the  
Director of Public Health, or designee, to execute amendments to the Agreement to  
extend the term; and

WHEREAS, County has been awarded grant funds from Health Resources and  
Services Administration, (hereafter "HRSA"), Ryan White Program Fund Part A  
(hereafter "RWP Part A) HIV Care, Catalog of Federal Domestic Assistance (CFDA)

Number 93.914 and Ryan White Program Funds Part B) (hereafter "RWP Part B") HIV Care, Catalog of Federal Domestic Assistance (CFDA) Number 93.917; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term and increase the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract and consistent with the professional standard of care for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on March 1, 2019.

2. The first paragraph of Paragraph 1, TERM, shall be deleted in its entirety and replaced as follows:

"1. TERM: The term of this Agreement shall commence on March 1, 2011 and continue in full force and effect through February 29, 2020, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph I, shall be added to read as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

I. During the period of March 1, 2019 through February 29, 2020, the maximum obligation of County for all services provided hereunder

shall not exceed \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_).

Such maximum obligation is comprised entirely of HRSA RWP Part A funds or use HRSA RWP Part A and B funds. This sum represents the total maximum obligation of County as shown in Schedules \_ and \_ attached hereto and incorporated herein by reference.”

4. Paragraph 5, COMPENSATION, shall be deleted in its entirety and replaced as follows:

“5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedules \_ and \_, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

5. Paragraph 14, ASSIGNMENT AND DELEGATION, shall be deleted in its entirety and replaced as follows:

“14. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

B. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

C. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

D. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever



without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

6. Paragraph 8, CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT, of the ADDITIONAL PROVISIONS, shall be deleted in its entirety and replaced as follows:

"8. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees and

GAIN/GROW participants are available for hiring, County employees, as described in Paragraph 7 shall be given first priority.”

7. Paragraph 34, COUNTY’S QUALITY ASSURANCE PLAN, of the ADDITIONAL PROVISIONS, shall be deleted in its entirety and replaced as follows:

“34. COUNTY’S QUALITY ASSURANCE PLAN: County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.”

8. Paragraph 45, SAFELY SURRENDERED BABY LAW, of the ADDITIONAL PROVISIONS, shall be deleted in its entirety and replaced as follows:

“45. CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor

acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org)."

9. Paragraph 57, COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES, of the ADDITIONAL PROVISIONS, shall be added to read as follows:

"57. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES: Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract."

10. Paragraph 58, DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER, of the ADDITIONAL PROVISIONS, shall be added to read as follows:

"58. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services

provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

D. At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests."

11. Paragraph 59, COMPLIANCE WITH THE COUNTY POLICY OF EQUITY, of the ADDITIONAL PROVISIONS, shall be added to read as follows:

"59. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY: The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the

County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability."

12. Effective on the date of this Amendment, Exhibit \_\_\_\_, SCOPE(S) OF WORK FOR HIV RESIDENTIAL CARE SERVICES, shall be added to reflect changes which are attached hereto and incorporated herein by reference.

13. Effective on the date of this Amendment, Schedules \_\_ and \_\_, BUDGET(S) FOR HIV RESIDENTIAL CARE SERVICES, shall be amended as shown, attached hereto and incorporated herein by reference.

14. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
MARY C. WICKHAM  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

DA#04574

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
RESIDENTIAL CARE FACILITIES FOR THE CHRONICALLY ILL SERVICES**

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## EXHIBIT \_\_\_\_\_

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**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
RESIDENTIAL CARE FACILITIES FOR THE CHRONICALLY ILL (RCFCI) SERVICES**

1. Exhibit , Paragraph 2, DEFINITIONS, shall be deleted in its entirety and replaced as follows:

“2. DEFINITIONS: The following definitions shall apply whenever the term is used throughout this agreement except where specifically noted otherwise:

A. Care and Supervision means any one or more of the following activities provided or promised to be provided in the future by a person or facility to meet the needs of the residents: assistance in dressing, grooming, bathing and other personal hygiene; assistance with taking medication; central storing and/or distribution of medications; arrangement of and assistance with medical and dental care; maintenance of house rules for the protection of residents; arrangement and managing of resident schedules and activities; maintenance and/or management of resident cash resources or property; monitoring food intake or special diets; and providing basic services as specified in 22 California Code of Regulations (CCR) Section 87860.;

B. Activities of Daily Living (ADL) mean various chores that must be completed by or for a person on a daily basis to meet his/her personal needs. Such chores shall include but not be limited to housework, meal preparation, laundry of clothes/linens and other washable items, taking medication, money management, transportation for personal or medical appointments,



communicating with others either through telephone or in writing, dressing, eating, toileting, bathing, grooming and ambulation;

C. Physician means a person licensed as a physician and/or surgeon by the California Medical Board or by the California Board of Osteopathic Examiners;

D. Attending physician means the physician responsible for the medical treatment of the resident;

E. Registered Nurse means a person licensed as such in the State of California by the Board of Registered Nursing;

F. Licensed Vocational Nurse means a person licensed as such by the California Board of Vocational Nurse and Psychiatric Technician Examiners;

G. Hospice Nurse means a registered nurse who has acute care experience and training, and experience in the delivery of nursing care to the terminally ill who have accepted the hospice concept;

H. Certified Nursing Assistant (CNA) or Home Health Aide (HHA) means a person who is certified as such by the California State Department of Public Health;

I. Nutritionist means a person who has a master's degree in food and nutrition, dietetics, or public health nutrition;

J. Social Worker means a person who has a Master of Social Work degree from a school of social work accredited or approved by the Council on Social Work Education and has one (1) year of social work experience in a health care setting;

K. Social Worker Assistant means a person with a baccalaureate degree in the social sciences or related fields from an accredited college or university and has had at least one (1) year of social work experience in a health care setting;

L. Pharmacist means a person licensed as such by the California State Board of Pharmacy;

M. Physical Therapist means a person licensed as such by the Physical Therapy Board of California;

N. Occupational Therapist means a person who is a graduate of an occupational therapy curriculum accredited jointly by the Council on Medical Education of the American Medical Association and the American Occupational Therapy Association; and is registered by the American Occupational Therapy Association;

(1) Respiratory Therapist means a person with a California State Respiratory Care Practitioner's Certificate issued by the Respiratory Care Examining committee, and has:

(a) One (1) year's experience at the level of a Respiratory Therapy Technician;

(b) An associate degree in respiratory therapy from an accredited college; or

(c) Certificate of completion from an approved two-year training program in respiratory therapy;

(2) Direct Care Staff means those individuals who are employed by the facility and provide direct care services to residents including, but not limited to, assistance with activities of daily living;

(3) Medical Professional means an individual who is licensed or certified in California to perform the necessary medical procedures within the scope of his/her practice. This includes, but not limited to, Medical Doctor (MD), Registered Nurse (RN), and Licensed Vocational Nurse (LVN);

(4) SSI/SSP means Supplemental Security Income/State Supplemental Program which is a federal/State program that provides financial assistance to the aged, blind and/or disabled residents of California.”

2. Exhibit \_\_\_\_, Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraph I, shall be added to read as follows:

“4. COUNTY'S MAXIMUM OBLIGATION:

I. During the period of March 1, 2019 through February 29, 2020, that portion of County's maximum obligation which is allocated under this Exhibit for HIV residential care facilities for the chronically ill (RCFCI) services shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).”

2. Exhibit \_\_\_\_, Paragraph 5, COMPENSATION, shall be deleted in its entirety and replaced as follows:

“5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedules \_\_\_ and \_\_\_, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

County agrees to compensate Contractor for performing services hereunder at the fee-for-service rate of \$216.34 per day for the period of March 1, 2019 through February 29, 2020. Such rate includes reimbursement for all required services. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Furthermore, for RCFCI services, the number of units of service billable will be the number of days a resident occupied a bed (physically present in the facility overnight), including the first day of admission, but not the day of discharge. Contract funds may not be used to support off-premise social/recreational activities. The unit of service that providers must use to track services is the number of unduplicated clients and the number of resident days. Verification for each day a client is in the facility overnight shall be clearly documented and made available upon request. A "Resident Day" unit of service is defined as a twenty-four (24) hour period that a resident receives housing, meals, and supportive services.

For family units, reimbursement is only provided for the individual(s) living with HIV.”

3. Exhibit, \_\_Paragraph 9, SERVICES TO BE PROVIDED, Subparagraphs 1 , 2, shall be deleted and replaced in its entirety and Subparagraph G, shall be deleted as follows:

“9. SERVICES TO BE PROVIDED: Contractor shall have written policies, procedures, protocols, and a current plan of operations for all services to be provided. RCFCI shall comply with the Standards of Care adopted by the Los Angeles County Commission on HIV and CCR Title 22, Division 6, Chapter 8.5 governing the provision of RCFCI services as they now exist or shall exist at any future time during the term of the Contract. Contractor shall submit copies of its written policies, procedures, protocols, and current plan of operations to DHSP for approval within ninety (90) days of the execution of service agreement. Any changes in the plan of operation which affect the services provided to residents shall be reported to DHSP and shall be subject to DHSP's approval.

In addition to services specified in CCR Title 22 required by applicable laws and regulations which are to be provided by the licensee in order to operate and maintain a license to operate a RCFCI, the Contractor shall provide twenty-four (24) hour care and supervision which shall ensure the provision of basic services specified, but not limited to:

**SCHEDULE \_\_\_\_**

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**HIV RESIDENTIAL CARE FACILITIES  
FOR THE CHRONICALLY ILL (RCFCI) SERVICES**

Budget Period  
March 1, 2019  
through  
February 29, 2020

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: RCFCI		\$216.34	\$
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION			\$
MAXIMUM MONTHLY PAYMENT			\$

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE \_\_\_\_**

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**HIV RESIDENTIAL CARE FACILITIES FOR THE CHRONICALLY ILL  
(RCFCI) SERVICES**

**MENTAL HEALTH SUPPORT**

Budget Period  
March 1, 2019  
through  
February 29, 2020

Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$

During the term of this Agreement, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

## CONTRACT GOALS AND OBJECTIVES

(AGENCY NAME)

### HIV RESIDENTIAL CARE FACILITIES FOR THE CHRONICALLY ILL (RCFCI) SERVICES

March 1, 2019 – February 29, 2020

**TABLE 2\***

Number of Resident Days Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Residents and Resident Days		Resident Beds	
	No. of Residents	No. of Resident Days	No. of DHSP Beds	No. of Total Agency Beds
Service Sites				
Site # 1				
Site # 2				
<b>TOTAL</b>				

\* Figures are based on a 12-month period.



**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
RESIDENTIAL CARE SERVICES AGREEMENT**

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**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
RESIDENTIAL CARE SERVICES AGREEMENT**

Amendment No. 10

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019,

by and between

COUNTY OF LOS ANGELES (hereafter  
"County"),

and

PROJECT NEW HOPE  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN  
IMMUNODEFICIENCY VIRUS (HIV) RESIDENTIAL CARE SERVICES AGREEMENT",  
formerly called HIV/AIDS Residential Care Services, dated March 1, 2011, and further  
identified as Agreement No. PH-001645, and any Amendments thereto (all hereafter  
"Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a  
written amendment which is formally approved and executed by the parties; and

WHEREAS, on February 5, 2019, the Board of Supervisors approved the Director  
of Public Health, or designee, to execute amendments to the Agreement to extend the  
term; and

WHEREAS, County has been awarded grant funds from Health Resources and  
Services Administration, (hereafter "HRSA"), Ryan White Program Funds Part A  
(hereafter "RWP Part A ") HIV Care, Catalog of Federal Domestic Assistance (CFDA)  
Number 93.914; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term and increase the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract and consistent with the professional standard of care for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on March 1, 2019.
2. The first paragraph of Paragraph 1, TERM, shall be deleted in its entirety and replaced as follows:

“1. TERM: The term of this Agreement shall commence on March 1, 2011 and continue in full force and effect through February 29, 2020, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.”

3. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph I, shall be added to read as follows:

“3. MAXIMUM OBLIGATION OF COUNTY:

I. During the period of March 1, 2019 through February 29, 2020, the maximum obligation of County for all services provided hereunder shall not exceed Nine Hundred Eight Thousand, Five Hundred Seventeen Dollars (\$908,517). Such maximum obligation is comprised entirely of RWP Part A funds. This sum represents the total maximum obligation of

County as shown in Schedules 11 and 12, attached hereto and incorporated herein by reference.”

4. Paragraph 5, COMPENSATION, shall be deleted in its entirety and replaced as follows:

“5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedule 11, and cost reimbursement amount as set forth in Schedule 12, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

5. Effective on the date of this Amendment, Exhibit I, SCOPE(S) OF WORK FOR HIV RESIDENTIAL CARE SERVICES, shall be added to reflect changes with are attached hereto and incorporated herein by reference.

6. Effective on the date of this Amendment, Schedules 11 and 12, BUDGETS FOR HIV RESIDENTIAL CARE SERVICES, shall be amended as shown, attached hereto and incorporated herein by reference.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

\_\_\_\_\_  
PROJECT NEW HOPE  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
MARY C. WICKHAM  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

DA#04574

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
TRANSITIONAL RESIDENTIAL CARE FACILITY SERVICES**

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**EXHIBIT I**

**PROJECT NEW HOPE**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) SERVICES**

1. Exhibit H.1, Paragraph 3, COUNTY'S MAXIMUM OBLIGATION,

Subparagraph I, shall be added to read as follows:

**"3. COUNTY'S MAXIMUM OBLIGATION:**

I. During the period of March 1, 2019 through February 29, 2020, that portion of County's maximum obligation which is allocated under this Exhibit for HIV transitional residential care facilities (TRCF) services shall not exceed Nine Hundred Eight Thousand, Five Hundred Seventeen Dollars (\$908,517)."

2. Exhibit H.1, Paragraph 4, COMPENSATION, shall be deleted in its entirety and replaced as follows:

**"4. COMPENSATION:** County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedule 11, and as shown in the cost reimbursement budget set forth in Schedule 12, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

County agrees to compensate Contractor for performing services hereunder at the fee-for-service rate of \$114.93 per bed day for the period of March 1, 2019 through February 29, 2020. Such rate includes reimbursement for all required

TRCF services. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Furthermore, for TRCF services, the number of billable units of service will be the number of days an individual occupied a bed (physically present in the facility overnight). This shall include the first day of admission or the day of discharge, but not both, unless the entry and exit dates are the same. Contract funds may not be used to support off-premises social/recreational activities. The units of service that providers must use to track services are the number of unduplicated residents and the number of resident days. Verification for each day a client is in the facility overnight, minimally between the hours of twelve o'clock midnight (12:00 a.m.) to four o'clock in the morning (4:00 a.m.), shall be clearly documented and made available upon request. A "Resident Day" unit of service is defined as a twenty-four (24) hour period in which a resident receives TRCF services."



**SCHEDULE 11**

**PROJECT NEW HOPE**

**HIV TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) SERVICES**

Budget Period  
March 1, 2019  
through  
February 29, 2020

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Transitional Residential Care Facility	7,300	\$ 114.93	\$ 838,989
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	7,300		\$ 838,989
MAXIMUM MONTHLY PAYMENT			\$ 69,915

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE 12**  
**PROJECT NEW HOPE**  
**HIV TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) SERVICES**  
**MENTAL HEALTH SUPPORT**

Budget Period  
March 1, 2019  
through  
February 29, 2020

Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$69,528
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$69,528

During the term of this Agreement, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE  
**CONTRACT GOALS AND OBJECTIVES**

**PROJECT NEW HOPE**

**TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) SERVICES**

**March 1, 2019 through February 29, 2020**

**TABLE 2\***

Number of Resident Days Contract Goals and Objective by Service Delivery Site(s).

<b>Contract Goals and Objectives</b>	<b>TRCF Services</b>	
	No. of Residents	No. of Resident Days
Service Sites		
Site # 1 4060-4062 W. 149 <sup>th</sup> Street	10	3,650
Site # 2 1133 South Lake Street	10	3,650
<b>TOTAL</b>	<b>20</b>	<b>7,300</b>

\* Figures are based on a 12-month period.